



State of Vermont

One National Life Drive
Montpelier, VT 05633-5001
alec.portalupi@state.vt.us

Agency of Transportation
Technical Services Section

[phone] 802-828-3889
[fax] 802-828-2848
[ttd] 802-253-0191

September 16, 2011

Jonathan P. A. Leopold, Jr.
Burlington
149 Church Street
Burlington, VT 05401-8489

RE: FEMA-1995-DR-VT, Storm Events from April 23 to May 9, 2011

Dear Applicant:

I have enclosed the State of Vermont Standard Subgrant Agreement for the above-referenced federally declared disaster. Please have a town official fill out and sign the areas on page 3 of that document that fall under the SUBGRANTEE block. Then please mail the original document back to me at the address shown in the letterhead above so that we may execute the agreement. Once we have a fully executed agreement, have set up the necessary contract documentation, and FEMA has obligated the appropriate project worksheets, we will then begin the processing of payments to applicants.

If you have any questions regarding this agreement or anything else related to this subgrant, please contact me at 802-828-3889 or Gary Schelley at 802-828-0425. Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Alec Portalupi".

Alec Portalupi
Technical Services Engineer

Enclosure
Standard Subgrant Agreement



**STATE OF VERMONT
STANDARD SUBGRANT AGREEMENT**

Subgrant # _____
EA# 19950403
P.A. ID 007-10675-00 _____

1. Parties: This is a Subgrant Agreement for services between the State of Vermont, (hereinafter called "State") and the City of Burlington, (hereinafter called "SUBGRANTEE") with principal place of business at 149 Church Street, Burlington, Vermont, 05401 . If SUBGRANTEE does not have a Business Account Number, it is the SUBGRANTEE'S responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUBGRANTEE is required to have a Vermont Department of Taxes Business Account Number.

This Subgrant incorporates by reference the applicable terms, descriptions, and provisions of the regulations found at 44 C.F.R., *Disaster Assistance*, promulgated by the Federal Emergency Management Agency, hereinafter called "FEMA" for the administration of this SUBGRANT. It further incorporates the provisions of such Project Worksheets (PWs) as may be approved by FEMA for projects within the jurisdiction of the SUBGRANTEE.

Together they embody the entire agreement between the STATE and SUBGRANTEE with respect to this Public Assistance, hereinafter called "ASSISTANCE."

2. Subject Matter: The grant and subgrant are made under the provisions of Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended. They are to be administered in accordance with the applicable provisions of Title 44 of the Code of Federal Regulations and other applicable federal laws and regulations. Federal Subgrant assistance is made available to eligible applicants through FEMA for the repair, replacement or restoration of disaster damaged facilities owned by the public or that serve a public purpose. Individual project details are contained in Attachment A.
3. Maximum Amount: In consideration of the work which has been or will be performed by the SUBGRANTEE, the STATE agrees to pay the SUBGRANTEE in accordance with the payment provisions specified in Attachment B a sum not to exceed a combination of the Federal and State share of the approved FEMA Project Worksheets (final version) as described in Attachment B of this subgrant agreement.
4. Subgrant Term: On June 15, 2011, the President declared that a major disaster existed in the State of Vermont based on damage from severe storms and flooding during the period of April 23, 2011 to May 9, 2011. The period of performance of all activities associated with this ASSISTANCE shall begin on April 23, 2011, and end no later than December 15, 2012; except that work done under Categories (A) *Debris clearance* and (B) *Emergency* shall be completed by December 15, 2011.
- A. The STATE may, upon request by the SUBGRANTEE, approve a one-time extension of the Completion Date for Emergency Work (Categories A and B) for a period not to exceed six months.
- B. The STATE may, upon request by the SUBGRANTEE, approve an extension of the Completion Date for Permanent Repairs (Categories C through G) for a period not to exceed thirty months.

5. Source of Funds:

CFDA Title: FEMA Disaster Relief; CFDA Number: 97.036; Award Name: FEMA Public Assistance Subgrant; Award Number: see Project worksheet(s); Award Year: FY 2012; Federal granting Agency: FEMA. State Emergency Relief and Assistance Funds (ERAF) for the State assistance provided. Local Share required.

6. Prior Approvals: If approval by the Attorney General's Office is required by the Subgranting agency, neither this Subgrant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
- Approval by the Attorney General's Office is not required.
7. Amendment: No changes, modifications, or amendments in the terms and conditions of this Subgrant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the STATE and SUBGRANTEE.
8. Cancellation: This Subgrant may be cancelled by either party by giving written notice at least ten (10) days in advance.
9. Attachments: This Subgrant consists of sixteen (16) pages including the following attachments which are incorporated herein:
- Attachment A - Scope of Work to be performed (excluding PWs and summary reports)
 - Attachment B - Payment Provisions
 - Attachment C - Standard State Provisions for Contracts and Grants
 - Attachment D - Other Subgrant Provisions

The signatures of the undersigned indicate that each has read this Subgrant in its entirety and agrees to be bound by the provisions enumerated herein.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBGRANTEE:
City of Burlington

Signature: _____

Name: Brian R. Searles / Susan M. Minter

Title: [Deputy] Secretary of Transportation

Date: _____, 20__

Signature: _____

Name: _____

Title: _____

Date: _____, 20__

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED BY SUBGRANTEE

The scope of work for this subgrant shall be in accordance with the scope of work described on all project worksheets (PWs) approved by FEMA for projects which are the legal responsibility of the SUBGRANTEE under this federal declaration. All approved project worksheets will be mailed to the SUBGRANTEE once they have been developed, reviewed, and approved by FEMA.

ATTACHMENT B PAYMENT PROVISIONS

The STATE agrees to compensate the SUBGRANTEE for services performed up to the maximum amount referenced in Paragraph 3 of this Subgrant Agreement provided such services are within the scope of the Subgrant and are authorized as provided for under the terms and conditions of this Subgrant.

- A. Federal Assistance: Federal funds will be disbursed by the STATE in accordance with the requirements of 44 C.F.R. Subpart E and Subpart H. The federal share will be **75%** of the eligible costs included on the FEMA approved Project Worksheets (PWs).
- B. State Assistance: The State share will be 15 % of the eligible costs included on the FEMA approved Project Worksheets (PWs).
- C. Local Share: The SUBGRANTEE is responsible for securing the remaining balance of funds necessary to complete the work described on the FEMA approved Project Worksheets (PWs). The SUBGRANTEE's share shall be made available within the Period of Performance of this Subgrant.
- D. Federal Funds; Unavailability or Reduction: The SUBGRANTEE understands that in the event the federal funds become unavailable or are reduced, the STATE may terminate or amend this Subgrant and there will be no obligation to pay the SUBGRANTEE from state revenues.
- E. Small Projects: Upon notification by FEMA of approval of eligible project costs, the SUBGRANTEE will receive the full Federal share of all approved small projects.
- F. Large Projects: The SUBGRANTEE may receive progress payments for large projects upon application to the STATE. The SUBGRANTEE shall submit copies of properly authorized invoices and proof of costs expended (cancelled checks, time reports, etc.) with the request for progress payments. Progress payments shall be limited to **75%** of the obligated Federal amount for that specific large project. Progress payments for large projects shall not include any of the State share of funding. When large projects are complete, the SUBGRANTEE shall inform the STATE and include all necessary financial information documenting actual costs. Upon receipt of this information, the STATE and FEMA will review the financial documentation and will then schedule an inspection of the completed project. Once FEMA has written a revised Project Worksheet based on actual costs and has obligated the necessary funds, the STATE will reimburse the SUBGRANTEE for the balance of Federal funds due for the large project.
- G. FEMA Project Completion and Certification Report: Upon completion of all work associated with the FEMA approved projects, the SUBGRANTEE shall contact VTrans to request a final inspection of each project. Once each project site has been inspected and the VTrans representative has determined that the work was completed in accordance with the written scope of work and all applicable agreements and/or permits, the SUBGRANTEE shall fill out the completion and certification report in accordance with the instructions. The SUBGRANTEE and the VTrans representative shall both sign the completion and certification report and the SUBGRANTEE shall forward the completed report back to VTrans. Once VTrans has received a fully completed and signed Project Completion and Certification Report, the State share of funding for all approved projects will be paid to the SUBGRANTEE.

H. The SUBGRANTEE shall return to the STATE within fifteen (15) days of such request by the STATE any and all ASSISTANCE FUNDS which are not supported by audit or other federal or state review of documentation maintained by the SUBGRANTEE or any third party.

All completed forms should be submitted to:

Name: Alec Portalupi, Technical Services Engineer
Address: Vermont Agency of Transportation
Operations Division
One National Life Drive
Montpelier, VT 05633-5001

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the

time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

ATTACHMENT D
OTHER SUBGRANT AGREEMENT PROVISIONS

1. Obligations of SUBGRANTEE:

- A. This SUBGRANT shall be administered in conformance with the requirements of 44 C.F.R. Part 13, to the extent such provisions apply to this SUBGRANT.
- B. The activities required by this SUBGRANT shall be performed by personnel of the SUBGRANTEE or by a third party(s) (contractor, or subcontractor) in accordance with the terms and conditions of written contracts. The SUBGRANTEE shall remain fully liable and obligated under the provisions of this SUBGRANT, notwithstanding contractual relationships with any third party(s).
- C. The SUBGRANTEE shall require any third party to comply with all lawful requirements necessary to insure that activities are carried out in accordance with this SUBGRANT.
- D. The SUBGRANTEE shall be responsible for securing such permits as may be required before the commencement of any activity assisted hereunder.

2. Cost of Materials: Subgrantee will not buy materials and resell to the State at a profit.

3. ~~Identity of workers:~~ ~~The Subgrantee will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. [cite individuals]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement. [Deliberately omitted]~~

4. ~~Work Product Ownership:~~ ~~Upon full payment by the State, all products of the Subgrantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subgrantee. [Deliberately omitted]~~

5. ~~Prior Approval/Review of Releases:~~ ~~Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subgrantee under this Subgrant agreement shall be approved/reviewed by the State prior to release. [Deliberately omitted]~~

6. Ownership of Equipment: Any equipment purchased by or furnished to the Subgrantee by the State under this Subgrant agreement is provided on a loan basis only and remains the property of the State.

7. ~~Legal Services:~~ ~~Subgrantee will be providing legal services under this Subgrant agreement. Subgrantee agrees that during the term of the Subgrant agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or~~

~~instrumentalities. After termination of this Subgrant agreement, Subgrantee also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this Subgrant agreement. [Deliberately omitted.]~~

8. **Subgrantee's Liens:** Subgrantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
9. **Performance Bond:** ~~The Subgrantee shall, prior to commencing work under this Subgrant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the Subgrant agreement by the Subgrantee and payment of all subcontractors, suppliers and employees. [Deliberately omitted.]~~
10. **Professional Liability Insurance:** ~~Before commencing work on this Subgrant agreement and throughout the term of this Subgrant agreement, Subgrantee shall procure and maintain professional liability insurance for any and all services performed under this Subgrant agreement, with minimum coverage of \$_____ per occurrence. [Deliberately omitted.]~~
11. **Davis-Bacon Act:** The Subgrantee will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
12. **Health Insurance Privacy & Portability Act:** The confidentiality of any health care information acquired by or provided to the independent Subgrantee shall be maintained in compliance with any applicable State or federal laws or regulations.
13. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Subgrantee must provide a copy of the approval of its Equal Opportunity Plan.
14. **Supplanting:** If required, the Subgrantee will submit a certification that funds will not be used to supplant local or other funding.
15. **Compliance with Cost Principles:** Subgrantee shall comply with the requirements set forth in OMB Circular A-87 (for state and local governments including schools), A-122 (for non-profit organizations), or A-21 (for higher education institutions) as appropriate for the Subgrantee's type of organization.
16. **Compliance with Administrative Regulations:** Subgrantee shall comply with requirements of OMB Circular A-102 (state and local governments and schools) or A-110 (institutions of higher education, hospitals, and non-profit organizations) as appropriate for the Subgrantee's type of organization.
17. **Construction:** The Subgrantee will construct the project using sound engineering practices and in accordance with plans defining the work.

18. **Permits; Compliance with Permit Conditions:** The Subgrantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction.
19. **Damage to Abutters:** The Subgrantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
20. **Acquisition of Additional Right-of-Way:** The Subgrantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any right of way shall be the responsibility of the Subgrantee.
21. **Utility Relocations:** The Subgrantee is responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Subgrantee or the utility.
22. **Traffic Control:** The Subgrantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
23. **Assurances:** The SUBGRANTEE hereby certifies that it will comply with all applicable requirements of all federal laws, executive orders, regulations and policies governing this program; including, but not limited to, those listed herein and further that the SUBGRANTEE:
 - a. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs to the extent required) to ensure proper planning, management and completion of the ASSISTANCE described herein.
 - b. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the STATE.
 - c. Will record the federal interest in title to real property in accordance with STATE directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the Project.
 - d. Will provide and maintain competent and adequate engineering supervision at any construction site to ensure that the complete work conforms with the approved plans and specification and will furnish progress reports and such other information as may be required by the STATE.
 - e. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- f. Will comply with federal statutes relating to non-discrimination. These include but are not limited to:
- i. Title VI of the Civil Rights Act of 1964 [P.L. 88-352] which prohibits discrimination on the basis of race, color or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended [20 USC 1681-1683 and 1685-1686] which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended [29 USC 794] which prohibits discrimination on the basis of handicaps;

the Age Discrimination Act of 1975, as amended, [42 USC 6101-6107] which prohibits discrimination on the basis of age;
 - iii. the Drug Abuse Office and Treatment Act of 1972 [PL 93-255], as amended, relating to non-discrimination on the basis of drug abuse;
 - iv. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act [PL 91-616], as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;
 - v. Sec. 523 and 527 of the Public Health Service Act of 1912 [42 USC 290 dd-3 and 290 ee-3], as amended, relating to confidentiality of alcohol and drug abuse patients' records;
 - vi. any other non-discrimination provision of the specific statute under which this federal assistance is subgranted; and
 - vii. the requirements of any other non-discrimination statute(s) which may apply to this SUBGRANT.
- g. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 [PL 91-646] which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of federal participation in the purchases. [44 CFR Part 25]
- h. Will comply with environmental standards as may be prescribed pursuant to the following:

- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 [PL 91-190] and Executive Order (EO) 11514, notification of violating facilities pursuant to EO 11738, protection of wetlands pursuant to EO 11990, and evaluation of flood hazards in flood plains in accordance with EO 11988;
 - ii. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended [42 USC 7410 et seq.];
 - iii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended [PL 93-523]; and
 - iv. Protection of endangered species under the Endangered Species Act of 1973, as amended [PL 93-205].
-
- i. Will assist the STATE in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 USC 470 et seq.], EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 [16 USC 469a-1 et seq.]
 - j. Will comply with the regulations implementing the New Restrictions on Lobbying [44 CFR Part 18] and will adopt or has adopted the Certifications required by 31 USC 1352.
 - k. Will adopt or has adopted drug-free workplace policies as set forth in 44 CFR Part 17, Subpart F.
 - l. Will comply with the regulations found at 44 CFR Part 17 prohibiting persons who are debarred or suspended under Executive Order 12546 from receiving assistance under federal programs.
 - m. Will carry out repair and reconstruction activities in accordance with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications, and standards.
 - n. Will require safe land use and construction practices after adequate consultation with appropriate State and local officials.
 - o. Will comply with the other provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and all other applicable laws, regulations, and procedures.